

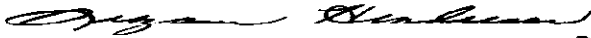
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Tarrant County Texas

Official Public Records

5/5/2010 3:27 PM

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PGS 16 \$76.00

Suzanne Henderson

PAID UP Submitter: SIMPLIFILE
NO SURFACE USE OIL AND GAS LEASE

This Oil and Gas Lease is dated January 1, 2010 (the "Effective Date"). The parties to this Lease are BNSF Railway Company, as Lessor, whose address is 2500 Lou Menk Drive AOB-3, Forth Worth, TX, 76131 and Devon Energy Production Company, L.P., as Lessee, whose address is 20 North Broadway, Oklahoma City, OK 73102.

The Land described in Exhibit "A", excepting those lands described in Exhibit "B" is hereinafter referred to as "the Leased Premises."

Lessor agrees to lease the Leased Premises to Lessee for this purpose, subject to the limitations and conditions hereinafter set forth.

AGREEMENT:

The parties hereto, for the consideration hereinafter expressed, agree as follows:

1. Lessor, for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be kept and performed, does hereby grant, lease and let the Leased Premises exclusively unto Lessee, with the right and permission given Lessee to pool or combine all or any part of the Leased Premises with adjacent lands into drilling units, in order properly to develop and operate the Leased Premises for the sole and only purpose of producing the oil, gas, and all other fluid hydrocarbon substances therefrom. Lessee shall execute a written instrument designating, identifying and describing any drilling unit or units created hereunder, shall file same with the County Clerk of the County wherein the Leased Premises is situated, and shall mail a copy of such unit designation to Lessor. Lessee may elect to exercise said pooling option after commencing operations for or completing an oil or gas well, and the pooled unit may include, but is not required to include, land or leases upon which a well capable of producing in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. Operations for drilling on or production of oil, gas, and all other fluid hydrocarbon substances from a pooled unit which includes all or a part of the Leased Premises, regardless of whether such operations for drilling were commenced or such production was secured before or after execution of this instrument, or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of oil, gas, and other fluid hydrocarbon substances from the Leased Premises. Provided, however, that no pooled unit so created for oil hereunder shall exceed forty (40) acres in area, and that no pooled unit so created for gas shall exceed three hundred and twenty (320) acres in area, plus in either case a tolerance of 10%; but provided further that if spacing regulations of the Texas Railroad Commission or any other governmental authority having jurisdiction in the matter, shall prescribe a spacing pattern or shall allocate a producing allowable based in whole or in part on acreage per well, then the unit or units herein contemplated may have the maximum surface acreage content so prescribed or allocated, even though such unit may exceed forty (40) acres or three hundred and twenty (320) acres respectively. Any royalty due Lessor as a result of its participation in this agreement shall be determined in the manner hereinafter provided.
2. Lessor reserves unto itself the right to make such uses of the Leased Premises as Lessor may desire in its sole discretion.
3. While it is hereby agreed that the Leased Premises herein and hereby leased to Lessee may be operated and developed as a part or parts of a drilling unit or units composed in part of other land, Lessee agrees not to drill any well on the surface of the Leased Premises under any circumstances, and further agrees not to place any slush pond, pipe line, tank or other structure upon any part of the Leased Premises without the prior written consent of the President or a Vice President of Lessor in each instance, the only purpose of this agreement being to permit Lessee to drain oil, gas, and all other fluid hydrocarbon substances lying beneath the surface of the Leased Premises. Lessee shall not drain, extract, or remove any material or substance other than oil, gas, and all other fluid hydrocarbon substances from beneath the surface of the Leased Premises except as is reasonably necessary for the efficient recovery of oil, gas, and other hydrocarbon substances. In the event Lessee discovers any other material or substance beneath the surface of the Leased Premises, Lessee shall notify Lessor within ten (10) days of any discovery and thereafter take such action as Lessor may thereafter reasonably request to prevent the waste and facilitate the recovery of such other material or substance.

4. Lessee shall, to the extent allowed by law and consistent with the terms of this lease, at its sole expense, develop and drill protection wells, prevent drainage by drilling offset wells, diligently explore and develop every drilling unit which includes any portion of the Leased Premises, and market the oil, gas, and all other hydrocarbon substances produced from the Leased Premises and from every drilling unit which includes any portion of the Leased Premises. Any wells outside of three hundred and thirty feet (330') from the lease line will not trigger any obligations on Lessee under this paragraph.
5. Lessor agrees that, on production from any drilling unit that includes the Leased Premises or any part thereof, it shall receive only such proportion of the royalty stipulated herein as the amount of the Leased Premises placed in such drilling unit bears to the total acreage in that unit. In the event the Leased Premises is not contained within a pooled unit, and Lessee should drill a horizontal lateral well across the Leased Premises, Lessor shall receive their proportionate share of such well, the numerator being that length of the portion of such well crossing said lease and the denominator being the total length of the horizontal lateral well, measured from a map view of the wellbore. Lessor further agrees that if title to any of the Leased Premises in a particular drilling unit is at any time during the term of this lease not owned exclusively by Lessor either in fee simple absolute or by base or determinable fee, the royalties to be paid to Lessor by Lessee on production from that unit shall be reduced proportionately. Subject to the terms hereof, Lessee agrees to pay to Lessor the following royalties to wit:
 - a. On oil, one-fifth (1/5) of that produced from the Leased Premises and from every drilling unit which includes any portion of the Leased Premises, the same to be delivered at the wells or to the credit of Lessor in the pipe line or tanks to which Lessee's well or wells may be connected; or at Lessor's option, Lessee shall pay Lessor its royalty proportion of the proceeds of all oil sold during each calendar month.
 - b. On gas produced from the Leased Premises and from every drilling unit which includes any portion of the Leased Premises, the price received at the well of one-fifth (1/5) of the gas produced.
 - c. On all other fluid hydrocarbon substances recovered from the Leased Premises and from every drilling unit which includes any portion of the Leased Premises, one-fifth (1/5) of the price received from the hydrocarbon substances recovered.
 - d. The royalties due Lessor pursuant to (a), (b), and (c) shall be computed on the basis of the prices which Lessee receives for such oil, gas, and all other fluid hydrocarbon substances. Lessor's royalty under this lease shall be reduced by its proportionate share of compression, dehydration, gathering, treating, transportation, and processing costs.

In the event that Lessee obtains from all other lessors whose lands constitute any drilling unit which includes a portion of the Leased Premises, the right to use, free of charge, oil, gas, or any other fluid hydrocarbon substance in the Lessee's operations on such drilling unit, the royalties provided for in (a), (b), and (c) above shall be computed on net production after deducting the amount of oil, gas, and any other fluid hydrocarbon substance used by Lessee in its operations. Royalties from each drilling unit shall be retroactive to the date of first production from that drilling unit.

Where a gas well or wells located on any drilling unit, as designated herein, are producing gas and such gas is not sold or used, Lessee may pay to Lessor as royalty, on or before each anniversary date of this lease occurring after the expiration of ninety (90) days from the shutting in of said well or wells, ONE HUNDRED and NO/100 DOLLARS (\$100.00) per well per annum; and if and so long as such royalty payment is made, it will be considered that gas is being produced in paying quantities from said well or wells under this lease. If any part of the Leased Premises is pooled with any adjoining acreage under the terms of this lease and Lessor desires to invoke the above provisions relative to the payment of \$100.00 per well per annum, said payment of \$100.00 per well per annum, shall be made to Lessor regardless of how or to what extent the Leased Premises may be pooled with any other acreage.

6. Subject to any governmental regulations, each well drilled under the provisions of this agreement shall, so long as it is capable of producing oil, gas, and other fluid hydrocarbon substances, in paying quantities, be operated by Lessee as a reasonably prudent operator in the same or similar circumstances would operate such a well.
7. Lessee agrees at all times to conduct operations hereunder, as such may have a bearing on the Leased Premises, in a careful and workmanlike manner, in conformity with the requirements of any Federal, State or Municipal authority, and so as not in any way to interfere with the use or

enjoyment of the Leased Premises including, but not limited to, Lessor's safe and convenient operation of its railroad.

8. Notwithstanding anything to the contrary contained in this Lease or any prior agreement between Lessor and Lessee, Lessee shall indemnify, protect, defend (by counsel acceptable to Lessor) and hold harmless Lessor and its directors, officers, employees, shareholders, agents, consultants, contractors, subsidiaries, affiliates, lenders, and each of their respective successors and assigns (individually and collectively "Indemnitees") from and against any and all claims, actions, judgments, causes of action, demands, damages, penalties, fines, taxes, costs, liabilities, losses, liens, expenses, attorneys' fees and costs and court costs (collectively "Liabilities"), arising at any time before, during or after the term of this Lease as a result of (directly or indirectly) or in connection with the occupancy by, or operations of, Lessee on or in the Leased Premises or property with which the Leased Premises are pooled or unitized, or the existence of oil wells, gas wells, derricks, pipelines or tanks or appurtenances thereof, used by Lessee on or in said Leased Premises or property with which the Leased Premises are pooled or unitized, including, without limiting the generality of the foregoing, the breakage of pipelines, tanks or other equipment or the escape or loss of oil, petroleum products, gas, water or fire therefrom. This obligation by Lessee to indemnify, protect, defend, and hold harmless Indemnitees includes, without limitation: any and all Liabilities which arise out of or result (directly or indirectly) from (i) joint venture or assignment of Lessee's interest to a third party, (ii) any of such third party's activities, or failure to act, on or in connection with the Properties, (iii) Lessee being designated "Operator" or equivalent title under any environmental laws, and all resulting liability therefrom, and (iv) Lessee's breach of this Lease and/or its failure to comply with the law. The foregoing Liabilities include all costs, damages and expenses incurred for or in connection with property damage or personal injury; all foreseeable and unforeseeable consequential damages; all sums paid in settlement of claims; reasonable attorneys' fees; litigation, arbitration and administrative proceeding costs; and expert, consultant and laboratory fees. This indemnity by Lessee shall not include any Liabilities which Lessee may suffer by reason of the sole active gross negligence, intentional acts, or willful misconduct of Lessor. This indemnity shall survive the expiration or termination of this Lease and also shall continue to apply to parcels of the Leased Premises removed from this Lease prior to such expiration or termination.
9. Lessor, at all reasonable times during office hours, shall have access to Lessee's records and books of account relating to the production of oil, gas, and all other fluid hydrocarbon substances from any drilling unit or units of which the Leased Premises or any part thereof constitutes a part. However, only such representatives of Lessor as are duly authorized by it in writing to examine such records and books of account need be given access thereto by Lessee.
10. All moneys due Lessor by Lessee hereunder shall be paid by Lessee to the Treasurer of Lessor. Settlement for and payment of all royalties shall be made on or before the last day of each calendar month for all oil, gas, and other fluid hydrocarbon substances produced and sold during the preceding calendar month. If title of Lessor to the Leased Premises shall come into litigation, Lessee may withhold payment of royalties to Lessor until final adjudication or other settlement of such litigation.
11. Lessee shall pay all taxes of every kind as currently levied and assessed upon or against all of Lessee's leasehold interest in the oil, gas, and all other fluid hydrocarbon substances in and under said Leased Premises and/or as measured by the production thereof, provided however, (a) that Lessee shall not be responsible for any income tax accruing upon Lessor's income from the production from said Leased Premises, (b) that nothing in this Section 11 shall prevent Lessee or Lessee's heirs, executors, administrators, successors or assigns, from in good faith contesting the validity of any tax or taxes which they may deem illegal, and (c) that if a legal contest of any such tax or taxes shall be pending upon the date such tax or taxes shall become delinquent, or if such contest shall be instituted within ten (10) days after such tax or taxes become delinquent, Lessee shall not be required to pay any such tax or taxes until ten (10) days after the final determination of such contest, whereupon Lessee shall pay all such tax or taxes that shall not have been eliminated by such contest, together with any and all interest and penalties thereon which may then be due, and all costs and expenses of such contest.

Lessee shall keep the Leased Premises free of all liens and encumbrances which might attach as a result of Lessee's acts or omissions. In the event that such a lien or encumbrance does attach to the Leased Premises, Lessee shall, at its own expense, take all action necessary to discharge, satisfy, cancel, or otherwise remove such lien or encumbrance. In the event that Lessee fails to commence such action within thirty (30) days after Lessee has knowledge of the existence of such a lien or encumbrance, Lessor shall have the option to take all action necessary to discharge, satisfy, cancel, or otherwise remove such lien or encumbrance, and Lessee shall be liable to Lessor for all costs and expenses incurred by Lessor in taking such action; provided that Lessor's option shall not diminish Lessee's primary obligation under this paragraph.

12. Subject to the other provisions herein contained, this lease shall remain in force and effect for a primary term of three and one-half (3.5) years from its date and as to each separate unit designated hereunder, so long thereafter as oil, gas, and other fluid hydrocarbon substances are produced therefrom in paying quantities; provided, however, that at the expiration of the primary term, this lease shall terminate as to all, or any part, of the Leased Premises not drilled upon or included in a drilling unit in which a well is producing in paying quantities or on which a well has been commenced and drilling or reworking operations are being diligently prosecuted with no cessation of more than sixty (60) consecutive days, and if such operations result in production in paying quantities. The unit or pool will comply with applicable regulations.
13. If, during the primary term of this lease and before discovery of oil, gas, or other fluid hydrocarbon substances on a drilling unit of which the Leased Premises or any part thereof constitutes a part, Lessee shall drill and abandon a dry hole or holes thereon, or if any time after discovery of oil, gas, and all other fluid hydrocarbon substances on such drilling unit, production thereof should cease from any cause, this lease shall not terminate as to the Leased Premises in such drilling unit. If at the expiration of the primary term, oil, gas or other fluid hydrocarbon substances are not being produced on any such drilling unit, but Lessee is then engaged in operations for drilling or reworking of any well or wells thereon, this lease shall remain in force as to such drilling unit so long as drilling or reworking operations thereon are prosecuted (whether on the same or different wells) with no cessation of more than sixty (60) consecutive days, and if they result in production, so long thereafter as oil, gas, and other fluid hydrocarbon substances are produced from said drilling unit.
 - a. It is understood and agreed that in the event production is effected in paying quantities for 2 years after expiration of the primary term hereof this lease shall terminate as to all formations one hundred (100') feet or more below the depth of which production casing has been set in the deepest well drilled on a unit of which the premises leased hereby are made a part.
 - b. It is further understood and agreed that the surface of the land described herein, shall not be utilized in any manner during the drilling, maintaining and/or plugging of any wells that might be drilled and/or completed on the lands described herein, and no rights of ingress or egress are granted over or upon any of the land described herein.
14. No waiver by Lessor of any right to terminate this lease shall be held to be a waiver of any subsequent right to terminate; nor shall any termination of this agreement release or relieve Lessee from any Liabilities or obligations accrued prior to the date of termination, or thereafter, in case by the terms of this instrument it is expressly provided that anything shall be done after such termination.
15. Whenever, as to all or any part of the Leased Premises, Lessee's rights under this lease shall be terminated in any manner whatsoever as herein provided, Lessee shall execute and deliver to Lessor a legally recorded release of such Leased Premises so affected. Lessee may, at any time, by executing and delivering to Lessor a suitable recorded release, release all or any part or parts of the Leased Premises and be relieved of all unaccrued obligations as to such released land; provided, however, that Lessee may not, without the written consent of Lessor, release any part of the Leased Premises pooled in a drilling unit, as provided for in Section 1 hereof, so long as such drilling unit is producing oil, gas, or other fluid hydrocarbon substance in paying quantities.
16. Lessee shall, at the time of abandonment and in accordance with the rules and regulations of any governmental body having jurisdiction, plug and abandon Lessee's well on any drilling unit of which the Leased Premises or any part thereof constitutes a part.
17. All covenants and agreements herein contained shall inure to and bind the heirs, executors, administrators, successors and assigns of the parties hereto; provided that if the rights of either party hereunder are transferred or assigned, no such transfer and no such assignment of rights hereunder by either party, or by the heirs, executors, administrators, successors or assigns of either party, shall be effective as between the parties hereto until the party making such transfer or assignment has furnished the other party hereto a recordable copy of the instrument or instruments effecting such transfer or assignment; and further, no assignment by Lessee of any right or rights hereunder in all, or any part or parts,

of the Leased Premises shall release Lessee, or any assignee or assignees under Lessee, from any of the covenants or obligations contained in this lease, but each and all of such covenants and obligations shall extend to and be binding upon Lessee and any such assignee and assignees. Lessor and Lessee shall have the right to assign or transfer this lease in whole or in part on the foregoing terms; provided that prior to any transfer or assignment of this lease, in whole or in part, for purposes of creating a unit for secondary, tertiary, or other enhanced recovery operations, Lessee shall obtain the prior written consent of Lessor.

18. Performance of each obligation of Lessee under this lease and of each obligation of Lessee implied by law shall constitute a condition to the continued validity of this lease. Whenever Lessee fails to fulfill any condition of this lease, except those stated in Section 12, Lessor shall have the right to terminate this lease, provided that Lessor has given Lessee thirty (30) days' written notice of Lessor's intention to terminate and Lessee has not, within such thirty (30) days, fulfilled all conditions under this lease. With respect to nonfulfillment of the conditions stated in Section 12, this lease shall terminate without notice from, or any other action on the part of Lessor.

In addition to Lessor's right to terminate as provided in the foregoing paragraph, Lessor shall also have the right to cancel this lease in the event that Lessee breaches any of its covenants or obligations under this lease, or as implied by law, provided that Lessor shall give Lessee sixty (60) days written notice of Lessor's intention to cancel. If, during such sixty (60) days, Lessee corrects all breaches of its covenants and obligations to Lessor's satisfaction, Lessor shall not cancel this lease, but shall have a right to damages from Lessee which result from the breach.

Cancellation shall not be the exclusive remedy of Lessor in any event.

Lessor's failure to notify Lessee of the failure of any condition or the breach of any covenant or obligation shall not constitute a waiver by Lessor and shall not bar subsequent claim of failure of any condition or breach of any covenant or obligation.

19. Should Lessee, because of (a) inability to obtain necessary equipment or material, (b) the effect of any event beyond the control of Lessee, or (c) any Federal or State law or any order, rule or regulation of governmental authority, be prevented from complying with any express or implied covenant of this lease, or from performing any duty in connection with drilling or reworking operations on, or producing oil, gas, and other fluid hydrocarbon substances from, any drilling unit of which the Leased Premises or any part thereof constitutes a part, then, while Lessee is so prevented, Lessee's obligation to comply with such covenant or to perform such duty shall be suspended, and Lessee shall not be liable in damages for any such failure to comply or perform. This lease shall be extended while and so long as Lessee is prevented by any such cause from complying with such covenant or conducting drilling or reworking operations on or producing oil, gas, and other fluid hydrocarbon substances from any drilling unit of which the Leased Premises or any part thereof constitutes a part: and the time while Lessee is so prevented shall not be counted against Lessee.
20. No Warranty of Title: It is agreed that Lessor does not warrant title to the Leased Premises, either express or implied, and all bonus consideration paid hereunder is non-refundable; but if Lessor owns an interest in the Substances on, in or under the Leased Premises that is less than the entire mineral estate, then the royalties to be paid Lessor hereunder shall be reduced proportionately.
21. All notices required to be given under this Lease and other communications shall be in writing and shall be deemed to have been delivered when delivered in person to an officer or agent of the addressee or when enclosed in an envelope and deposited as certified or registered mail, return receipt requested, in a United States post office, or by telegram, postage or charges prepaid, addressed to the parties hereto as follows:

"Lessor":

The Burlington Northern and Santa Fe
Railway Company
Attn: Blaine Bilderback
2500 Lou Menk Drive
Fort Worth, Texas 76131

"Lessee":

Devon Energy Production Co., L.P.
Attn: Chuck Lundeen
20 North Broadway
Oklahoma City, OK 73102

Either party may change its foregoing notice address by giving notice to the other party as herein provided. Each party hereto promptly shall furnish to the other party copies of any notices received from third persons which may affect this Lease and operations hereunder.

22. Compliance with Laws: Lessee shall comply with all applicable laws, ordinances, governmental orders and regulations pertaining to the exercise of Lessee's rights hereunder. Lessee shall furnish such evidence as Lessor may require showing that Lessee has complied with requirements and conditions imposed under laws, ordinances, governmental orders and regulations applicable to Lessee's exercise of Lessee's rights hereunder.

IN WITNESS WHEREOF, this lease has been executed in duplicate by the parties hereto as of the date and year first written above.

BNSF RAILWAY COMPANY

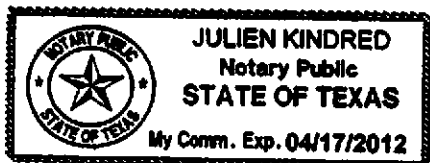
BY: _____

DEVON ENERGY PRODUCTION COMPANY, L.P.

BY: _____

**STATE OF TEXAS
COUNTY OF TARRANT**

This instrument was acknowledged before me on January 22, 2010 by Blaine Bilderback, Director Corporate Facilities & Development of BNSF Railway Company, a Delaware corporation, on behalf of said corporation.



Notary Public, State of TEXAS
Printed Name: Julien Kindred
Commission Expires: April 17, 2012

22. Compliance with Laws: Lessee shall comply with all applicable laws, ordinances, governmental orders and regulations pertaining to the exercise of Lessee's rights hereunder. Lessee shall furnish such evidence as Lessor may require showing that Lessee has complied with requirements and conditions imposed under laws, ordinances, governmental orders and regulations applicable to Lessee's exercise of Lessee's rights hereunder.

IN WITNESS WHEREOF, this lease has been executed in duplicate by the parties hereto as of the date and year first written above.

BNSF RAILWAY COMPANY

BY: _____

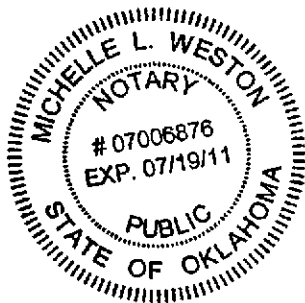
DEVON ENERGY PRODUCTION COMPANY, L.P.

BY: _____

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on 7-18-2010 by David S. Frank,
Agent and Attorney in Fact of Devon Energy Production Company, an Oklahoma limited partnership, behalf of said
corporation. L.P.



Michelle L. Weston
Notary Public, State of OKLAHOMA
Printed Name: MICHELLE L. WESTON
Commission Expires: 7-19-2011

Exhibit "A" attached hereto and made a part of that certain Oil and Gas Lease between BNSF Railway Company as Lessor, and Devon Energy Production Company L. P. as Lessee, dated January 1, 2010.

Being all that certain strip of land of various widths on each side of the centerline of the railroad right-of-way across the following surveys in Tarrant County, Texas formerly owned by The Atchison, Topeka and Santa Fe Railroad Company as of September 30, 1987. It is the express intent of the parties hereto that this Exhibit shall include a description of all lands in and to which The Atchison, Topeka and Santa Fe Railroad Company formerly owned any interest as of September 30, 1987, of whatsoever kind and nature, and located in the following surveys in Tarrant County, Texas whether completely and/or accurately described herein below.

<u>Survey</u>	<u>Abstract</u>
THOMAS MCCANNE	1
ELIZABETH MCANIER	1005
SAMUEL MITCHELL	1024
THOMAS MCCANNE	1033
FELIX G MULLILOIN	1045
ATKIN MCLEMORE	1056
MITCHELL BAUGH	106
JOSEPH B MCDERMETT	1063
THOMAS O MOODY	1069
GEORGE MATTHEWS	1078
ELIJAH MERIDITH	1081
WILLIAM J MORGAN	1092
ROBERT MUSSELMAN	1102
MEP&P RR CO	1109
MEP&P RR CO	1110
MEP&P RR CO	1130
MEP&P RR CO	1131
MEP&P RR CO	1132
MEP&P RR CO	1136
MEP&P RR CO	1138
MEP&P RR CO	1145
JOHN BAUGH	115
SAMUEL C NEILL	1159
REBECCA BRIGGS	116
WILLIAM NORRIS	1165
JAMES R NEWTON	1170
DAVID ODUM	1184
GREENBERRY OVERTON	1185
JAMES H BILES	119
CALEB P OBRIANT	1195
LEE OLDHAM	1199
GH POWER	1214
JOHN BURSSEY	122
EP PARRIS	1223
JACOB PRICKETT	1225
JOHN BURSSEY	124
WILLIAM C PRICE	1240
SIMCOE POPPLEWELL	1241
HENRY ROBERTSON	1259
JESSE B RENFRO	1260
MARGARET	
ROCKERFELLOW	1267
JAMES RIGHLEY	1268
FRANKLIN RICHARDS	1297
SYLVESTER S REYNOLDS	1316
JOHN ROBERTSON	1317
JAMES RAPE	1321
JESSE RUSSELL	1328
PETER ROUCHE	1338
MARTIN RODDY	1370

SHELBY CSL	1375
DAVID STRICKLAND	1376
GREEN B STANLEY	1379
HAMILTON BENNETT	138
YRINES SAMORA	1385
JAMES SHIELDS	1388
GEORGE SHIELDS	1402
DAVID C STRICKLAND	1408
JMB SMITH	1412
ELIJAH SUTHERLAND	1438
WILLIAM BAKER	145
SA&MG RR CO	1463
SA&MG RR CO	1464
T&P RR CO	1478
BENJAMIN THOMAS	1496
BENJAMIN THOMAS	1497
CB TEAGUE	1506
PM TRUIT	1508
WILLIAM BUSSELL	151
HENRY P TUGGLE	1513
WILLIAM BARBER TUCKER	1515
WILLIAM B TUCKER SR	1516
JOHN THORNHILL	1519
LEWIS C TINSLEY	1523
ISAAC THOMAS	1526
ALLEN S TRIMBLE	1528
ALLEN S TRIMBLE	1529
THOMAS T TOLER	1536
THOMAS B TAYLOR	1539
THOMAS T BAILEY	154
WB TUCKER	1562
PH TURNER	1581
LOUISA BOWER	159
RICHARD VICKERY	1591
JOSIAH WALKER	1601
JAMES WALLACE	1605
FRANKLIN WOOD	1624
JOHN J WINGFIELD	1634
FC WILBURN	1640
PETER T WELCH	1643
WILLIAM W WHEAT	1645
FB WADDELL	1658
BENJAMIN E WALLER	1659
LYDIA JANE WARWICK	1663
SEPHEN B WILSON	1676
JOHN WILSON	1681
JACOB WILLCOX	1743
RP BARTON	176
JUAN ARMENDARIS	1769
LORENZO D BURNETT	177
JOHN BURNETT	178
JOHN GILLELAND JR	1788
ABNER H HODGE	1789
HENRY ROBERTSON	1798
ALEXANDER F ALLBRIGHT	1849
T&P RR CO	1861
MEP&P RR CO	1892
BBB & C RR CO	1897
MEP&P RR CO	1902
JP SMITH	1916
MEP&P RR CO	1919
JOHNSON CSL	1934
JOHN H BOSTICK	1943
WILLIAM TIPTON	1943
I&GN RR CO	1955
I&GN RR CO	1956
GM WILLIAMS JR & JS	1974

BOYD	
MARIA JOSEFA AROCHA	2
EC TEAM	2036
EC TEAM	2037
ABRAHAM ANDERSON	21
JOSEPH BAKER	214
COLEMAN BOYD	225
JAMES C BATES	226
JOHN AKERS	24
MEP&P RR CO	247
JOHN CHILDRESS	250
JOHN CHILDRESS	251
JOHN COLLETT	260
JOHN COLLETT	261
GW COUCH	278
GEORGE A CRINER	296
GW CROW	298
BENJAMIN FRANKLIN	
CRAWLEY	307
RICHARD CRAWLEY	313
SIMON COTRIAL	330
RH CALLOWAY	337
DAVID COOK	345
HG CATLETT	371
EC CANNON	378
JUAN JOSE ALBIRADO	4
EB DISHMAN	407
JOSHUA N ELLIS	463
SANDERS ELLIOTT	476
MARY E ASBURY	49
JOHN W ASBURY	50
JAMES P ALFORD	53
SCT FORD	531
AB FRYEAR	535
JOHN A FITCH	539
CHARLES FLIESNER	541
MILTON GREGG	555
MILTON GREGG	560
RAMON GANZARA	563
MARTIN GARCIA	564
JOSE A GILL	568
JUAN ARMENDARIS	57
JOSE A GILL	570
JUAN ARMENDARIS	58
SEBURN GILMORE	580
JUAN ARMENDARIS	59
SEBURN GILMORE	590
JW GORBETT	608
ADOLPHE GONHENANT	612
MARCELINA DE LA GARZA	617
LUTICIA GOFF	633
WM GRAY	635
JOHN HIBBINS	638
JOHN F HEATH	641
THOMAS J HANKS	644
AB HOWERTON	677
ETHELBERT S HARRIS	688
MARY HORN	691
WADE H HUDSON	716
JOHN C HUNTON	728
JOHN W HAYNES	789
JT HOBBS	806
AJ ISAACS	823
ELIZABETH JONES	839
ELIZABETH JONES	840
RJ JOHNSON	846
JOSEPH B JOHNSON	855

JOHN JENNINGS	873
MC JOBE	886
DAVID A KERR	911
FW KRUGER	919
WILLIAM R LOVING	944
WILLIAM H LITTLE	945
EDMUND LITTLE	954
JOSIAH MC LYNCH	955
WILLIAM L LEE	968
RUSH LOYD	986
MEP&P RR CO	990
DEBBY MORRIS	992
URBANO MENDOZA	994
JAMES MCDONALD	997
Sarah Gray Jennings	874
John Jennings	851
MEP & RR Co.	1123
A.J. Isaacs	1987 & 1988
A.J. Isaacs	740
James Hoil	800
Sarah Gray Jennings	844

Intending to described the entire portion of the railroad right-of-way traversing the described land, including any side tracks, turnouts, switching areas, abandoned rights of way or adjoining parcels formerly owned by The Atchison, Topeka and Santa Fe Railroad Company in Tarrant County, Texas; Subject to any existing pooling orders, oil and gas leases or operating agreements covering the described land.

EXHIBIT "B"

Less and except the following lands, which were acquired by the Atchison Topeka and Santa Fe Railway Company after September 30, 1987:

TRACT A

All that certain strip, tract or parcel of land being out of Blocks 122 and 142 of the original town of Fort Worth, Tarrant County, Texas, and being a southerly portion of Parcel No. 3 described in deed to Carter Foundation Production Company recorded in Volume 5308, page 932, of the Tarrant County Deed Records and also being a part of Tract 3 and Tract 5 described in deed dated May 3, 1898, from Gulf, Colorado and Santa Fe Railway Company to Texas Brewing Company recorded in Volume 129, Pages 388 et seq, Deed Records, Tarrant County, Texas, more particularly described as follows:

BEGINNING at a galvanized spike in a railroad tie for the easterly corner of said Parcel No. 3 as described in said deed to Carter Foundation Production Company also the easterly corner of said Tract 5 in said deed dated May 3, 1898;

Thence South 8°15' West, bearings assumed for the purpose of this description, along the easterly line of said Parcel No. 3 and Tract 5, distance of 50 feet to point for corner;

TRACT B

Being a 2.034 acre tract of land situated in the San Antonio and Mexican Gulf Railroad Company Survey, Abstract No. 1464, Tarrant County, Texas, and being a portion of certain tract of land conveyed to the City of Fort Worth by deed recorded in Volume 1910, Page 561, Tarrant County Deed Records, said 2.034 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a railroad iron, said iron being the north-east corner of said City of Fort Worth tract and in the south line of a tract of land conveyed to Gulf Colorado and Santa Fe Railway Company, by deed recorded in Volume 932, Page 514, Tarrant County Deed Records;

THENCE S 16°03'18" E, 588.27 feet along a westerly right-of-way line of said The Atchison, Topeka and Santa Fe Railway Company (successor in interest to Gulf Colorado and Santa Fe Railway Company) and the east line of the City of Fort Worth tract, to a point;

THENCE S 16°21'18" E, 100.00 feet along the west right-of-way line of the Santa Fe Railroad and said east line of the City of Fort Worth tract, to a point;

THENCE S17°19'18"E, 100.00 feet along said west right-of-way line of the Santa Fe Railroad and said East line of the City of Fort Worth tract, to a point;

THENCE S 18°18'18" E, 100.00 feet along said right-of-way line of the Santa Fe Railroad and said east line of the City of Fort Worth tract, to a point;

THENCE N 25°28'12" W, 147.61 feet to the beginning of a non-tangent curve to the left whose radius is 1852.13 feet and whose long chord bears N 34°44'05" W, 876.03 feet;

THENCE along said non-tangent curve to the left, whose center bears S 68°56'42" W, in a northwesterly direction through a central angle of 27°21'33", a distance of 884.41 feet to a point in the north line of said City of Fort Worth tract and the south line of said Santa Fe Railroad right-of-way;

THENCE S 89°43'27" E, 310.59 feet with the said north line of the City of Fort Worth tract and the said south line of the Santa Fe Railroad right-of-way to the PLACE OF BEGINNING and containing 88,591 square feet or 2.034 acres of land, more or less.

TRACT C

Being a tract of land situated in the M.E.P. and P. RR. Co. Survey, Abstract No. 1132, the W.G. Finley Survey, Abstract No. 1902 and the C. P. O'Briant Survey, Abstract No. 1195, Tarrant County, Texas and being a portion of that certain tract as described by deed to Hall-Nance Ranches, Ltd. and recorded in volume 9426, page 564, County Records, Tarrant County, Texas,

said Tract being more particularly described by metes and bounds as follows:

Beginning at a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set at the southeast corner of Hillwood/822, Ltd. tract as recorded in volume 108399, page 2231, said County Records, said point being in the westerly right-of-way line of F.M. Highway No. 156 (120' wide public right-of-way);

Thence S46°25'00"W, 3620.29 feet along said westerly right-of-way to a 5.8 inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the left (Centerline Highway Station 59 + 19.43, 60' right);

Thence 223.43 feet along the arc of said curve to the left and continuing along said westerly right-of-way line through a central angle of 02°12'40", a radius of 5789.55 feet and along chord of S45°18'40"W, 223.41 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set (Centerline Highway Station 61 + 40.54, 60' right);

Thence S44°12'20"W, 414.54 feet continuing along said westerly right-of-way line to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set;

Thence N24°37'21"E, 513.15 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set;

Thence N59°40'38"E, 171.37 feet to a 5.8 inch iron rod with cap stamped "Carter & Burgess" set;

Thence N26°50'13"E, 526.13 feet to a 5.8 inch iron rod with cap stamped "Carter & Burgess" set;

Thence N71°59'54"W, 60.23 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the left;

Thence 161.47 feet along the arc of said curve to the left through a central angle of 15°00'00", a radius of 616.78 feet and a long chord of N79°29'54"W, 161.01 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set;

Thence N86°59'54"W, 166.16 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set;

Thence S03°00'06"W, 25.00 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set;

Thence N86°59'54"W, 650.00 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set;

Thence N03°00'06"E, 50.00 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set;

Thence N86°59'53"W, 801.07 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set;

Thence S09°24'48"W, 199.64 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set;

Thence N89°11'33"W, 83.06 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set;

Thence N07°38'15"W, 205.10 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set;

Thence N86°59'53"W, 343.26 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set, the beginning of a curve to the right;

Thence 795.73 feet along the arc of said curve to the right through a central angle of 55°58'41", a radius of 814.46 feet and a long chord of N59°00'33"W, 764.46 feet to a $\frac{1}{4}$ inch iron rod with cap stamped "Carter & Burgess" set;

Thence N00°00'06"E, 133.02 feet to a ¼ inch iron rod with cap stamped "Carter & Burgess" set;

Thence S89°59'54"E, 25.00 feet to a ¼ inch iron rod with cap stamped "Carter & Burgess" set;

Thence N00°00'06"E, 28.67 feet to a ¼ inch iron rod with cap stamped "Carter & Burgess" set in the northerly line of said Hall-Nance Ranches, Ltd. tract and the southerly line of WM. A. Blakley Tract as recorded in volume 4331, page 335, said county records;

Thence N89°56'34"E, 1053.75 feet along the southerly line of said Blakley Tract to a ¼ inch iron rod with cap stamped "Carter & Burgess" set in existing John Day Road, the Southeast corner of said Blakley Tract;

Thence N00°49'54"E, 1077.31 feet along the easterly line of said Blakley Tract to a ¼ inch iron rod with cap stamped "Carter & Burgess" found in the southerly line of the aforementioned Hillwood/822, Ltd. Tract;

Thence S89°57'45"E, 2038.60 feet along the southerly line of said Hillwood/822, Ltd. Tract to a ¼ inch iron rod with cap stamped "Carter & Burgess" found;

Thence N00°53'15"E, 96.40 feet continuing along said southerly line to a ¼ inch iron rod with cap stamped "Carter & Burgess" found,

Thence N89°36'15"E, 2307.02 feet continuing along said southerly line to the point of beginning and containing 156.253 acres of land, more or less.

TRACT D

All that certain tract or parcel of land situated in Tarrant County, Texas, out of the G. M. Lewis Survey, Abstract No. 966, being a 1.10 acre tract adjacent to Farm to Market Highway No. 156, between the Denton-Tarrant County line and Watauga and bounded as follows:

Beginning at an iron pin, set by others, south 0°44' west 1498.0 feet and south 89°16' east 60.0 feet from the northwest corner of the G. M. Lewis Survey being in the east right-of-way line of Farm to Market Highway No. 156 at Station 195+82.0 feet;

Thence south 89°16' east 354.89 feet to an iron pin for a corner in a stone mound on the side of a hill for a corner;

Thence south 0°44' west 135.0 feet to an iron pin in a stone mound, on the side of a hill for a corner;

Thence north 89°16' west 354.89 feet to an iron pin in the east right-of-way line of Farm to Market Highway No. 156 for a corner;

Thence north 0°44' east 135.0 feet with the east right-of-way line of Farm to Market Highway No. 156 as recorded in Vol. 2019, Page 424, Deed Records of Tarrant County, Texas, to the place of beginning; containing 1.10 acres of land, more or less.

TRACT E

Being two parts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 1132, and the Greenberry Overton Survey, Abstract No. 1185, Tarrant County and Greenberry Overton Survey, Abstract No. 972, Denton County, Texas, and being a portion of that tract as described by deed to William A. Blakley and recorded in Volume 4331, Page 335, County Records, Tarrant County, Texas, said tracts being more particularly described by metes and bounds as follows:

Part 1: MAIN LINE RIGHT-OF-WAY

BEGINNING at the southwest corner of Hillwood/1088, Ltd. tract as recorded in Volume 2768, Page 246, Denton County Deed Records, said point being in the easterly line of said Blakley tract;

THENCE S 44°39'45" E, 79.40 feet along the common property line between Blakley tract and

Hillwood tract;

THENCE S 58°16'45" E, 200.00 feet continuing along said common property line;

THENCE S 65°39'45" E, 377.80 feet;

THENCE S 89°37'15" W, 270.18 feet;

THENCE S 00°00'06" W, 75.00 feet;

THENCE S 89°37'15" W, 75.00 feet;

THENCE S 00°00'06" W 996.73 feet to a point in the southerly line of said Blakley tract and the northerly line of Hall-Nance Ranches, Ltd. tract as recorded in Volume 9426, Page 564, Tarrant County Deed Records;

THENCE S 89°56'34" W, 225.00 feet along the common property line between Blakley tract and Hall-Nance Ranches tract;

THENCE N 00°00'06" E, 71.46 feet leaving said common property line;

THENCE N 89°59'54" W, 75.00 feet;

THENCE N 00°00'06" E, 500.00 feet;

THENCE N 89°59'54" W, 25.00 feet;

THENCE N 00°00'06" E, 198.34 feet;

THENCE N 89°59'54" W, 150.00 feet;

THENCE N 00°00'06" E, 579.69 feet;

THENCE S 28°12'11" E, 317.38 feet

THENCE N 89°37'15" E, 100.00 feet

THENCE N 00°00'06" E, 321.10 feet to the POINT OF BEGINNING and containing 11.006 acres of land, of which 0.244 acres are in existing road.

PART 2: CTC YARD

BEGINNING at the southwest corner of Hillwood/1088, Ltd. tract as recorded in Volume 2768, Page 246, Denton County Deed Records, said point being in the easterly line of said Blakley tract;

THENCE S 00°00'06" W, 321.10 feet;

THENCE S 89°37'15" W, 100.00 feet;

THENCE N 28°12'11" W, 1192.25 feet;

THENCE S 72°59'48" W, 739.10 feet;

THENCE N 17°00'12" W, 300.00 feet;

THENCE N 72°59'48" E, 656.72 feet;

THENCE N 00°00'06" E, 1417.88 feet;

THENCE N 04°05'14" E, 701.78 feet;

THENCE N 00°00'06" E, 2246.93 feet to a point in the southerly line of Texas Christian University tract as recorded in Volume 1122, Page 638, Denton County Deed Records;

THENCE N 89°50'38" E, 780.00 feet along the common property line between said Blakley tract and said Texas Christian University tract to a point in the westerly line of the above-mentioned Hillwood/1088, Ltd. tract;

THENCE S 00°00'06" W, 5358.67 feet along the easterly line of said Blakley tract and the westerly line of said Hillwood/1088, Ltd. tract to the POINT OF BEGINNING and containing 98.725 acres of land (29.156 acres are in Tarrant County and 69.569 acres are in Denton County) of which 2.944 acres are in existing John Day Road.

AND IN ADDITION THERETO:

A 50-foot wide temporary construction easement adjacent to the eastern exterior line of that portion of the above described Part 1 which is in the M.E.P.&P. R.R. co. survey, Abstract No. 1132, a 50-foot wide temporary construction easement immediately south of and adjacent to the north line of the 3.055-acre permanent drainage easement as described on page 4 of 4 on Exhibit B as attached hereto, and a 50-foot wide temporary construction easement adjacent to the western exterior line along both the above described Tracts 1 & 2 and being more particularly shown on the drawing attached hereto.